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RIDGEVIEW ESTATES HOMEOWN

on 03/12/2021 at 13:25

Total of 13 page(s) Fee: \$ 115.50

LINCOLN COUNTY, WASHINGTON

SHELLY JOHNSTON, AUDITOR

Return Address:Ridgeview Estates at Lake Roosevelt
PO Box 211
Davenport, WA 99122Please print or type information **WASHINGTON STATE RECORDER****Document Title(s)** (or transactions contained therein): (all areas applicable in)

1. Amendment to Declaration of Covenants, Conditions, and Restrictions.
- 2.

Reference Number(s) of Documents assigned or released:

-NO 2008 - 0450244

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1. Ridgeview Estates at Lake Roosevelt
- 2.

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Public
- 2.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Ridgeview Estates at Lake Roosevelt

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below ONLY if your document is Non-Standard

I am requesting an emergency nonstandard recording for an additional fee of \$50 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party2021 0487085
LINCOLN COUNTY, WASHINGTON
PAGE 1 OF 13

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS TERMINATING THE ORIGINAL DECLARATION AND
ALL AMENDMENTS AND RESTATING AND
REPLACING THE ORIGINAL AND ALL AMENDMENTS INTO THIS ONE
DOCUMENT

Whereas, the undersigned lot owners desire to restate and unify into one document the covenants, conditions, and restrictions, for all of the lots in Ridgeview Estates described in Exhibit A, attached hereto and incorporated herein;

Whereas, the undersigned intend to cancel and terminate the following covenants, conditions and restrictions and amendments thereto:

Original Declaration of Covenants, Conditions and Restrictions, recorded with Lincoln County Auditor, on October 2, 2008, under Recording No. 2008-0450244;

Amended Declaration of Covenants, Conditions and Restrictions, recorded with the Lincoln County Auditor, on January 23, 2009, under Recording No. 2009-0451167;

Amended Declaration of Covenants, Conditions and Restrictions, recorded with the Lincoln County Auditor, on June 22, 2009, under Recording No. 2009-0452453;

Amendment to Declaration of Covenants, Conditions and Restrictions, recorded with the Lincoln County Auditor, on February 26, 2010, under Recording No. 20100454580;

Amendment to Declaration of Covenants, Conditions and Restrictions, recorded with the Lincoln County Auditor, on February 23, 2011, under Recording No. 20110457454;

Amendment to Declaration of Covenants, Conditions and Restrictions, recorded with the Lincoln County Auditor, on November 9, 2012, under Recording No. 20120462402;

Amendment to Declaration of Covenants, Conditions and Restrictions, recorded with the Lincoln County Auditor, on January 24, 2019, under Recording No.20190480233;

Whereas, condominium lots were terminated by the Termination of Condominium.

Declaration of Covenants, Conditions and Restrictions and Reservations for Ridgeview Estates (Deleting All Condominium Lots Except Lot 62), recorded with the Lincoln County Auditor, on November 9, 2012, under Recording No. 2012-0462401.

Whereas, the original Declaration dated August 20, 2008, provides in Paragraph 1 .1 that the Declaration may be amended.

Whereas, as of the date of this document the total number of lots subject to the Declaration is ninety-five (95).

NOW, THEREFORE, the undersigned lot owners declare all lots of the property described herein shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions in order to protect the value, beauty, view, and desirability of the real property. These covenants, conditions, and restrictions shall run with the real property described herein and shall be binding on all parties having any right, title or interest in or to the described property or any part thereof, and shall be binding on all heirs, successors, and assigns and shall inure to the benefit of each lot owner. These covenants, conditions and restrictions restate and replace all previous covenants, conditions, and restrictions into this document.

I

AMENDMENTS

1.1 This Restated Declaration of Covenants, Conditions, and Restrictions ("Restated Declaration") may be amended. Any amendment must be in writing and must be approved by seventy percent (70%) of all Lot Owners at the time the amendment is proposed. Such amendments must be recorded with the Lincoln County Auditor in order to become effective.

II

ASSOCIATION/MEMBERSHIP

2.1 ASSOCIATION: The Owners of Lots shall constitute the Association. The Association will be a nonprofit corporation formed under the laws of the state of Washington and will be known as the RIDGEVIEW ESTATES AT LAKE ROOSEVELT HOMEOWNER' ASSOCIATION. The "Association" will be governed by a board of directors of not fewer than four (4) and not more than nine (9) directors, including one voting representative from Ridge View Heights. The rights and duties of the members and of the non-profit corporation shall be governed by the provisions of this Declaration.

2.2 QUALIFICATION FOR MEMBERSHIP: Each Fee Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot, provided, that if a Lot has been sold on contract, the contract purchaser shall exercise the rights of the Owner for purposes of the Association, this Declaration except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Lot shall be the sole qualification for membership in the Association.

2.3 TRANSFER OF MEMBERSHIP: The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership and shall not be transferred in any way except upon the transfer of title to the Lot and then only to the transferee of title to the Lot. Any attempt to make prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association to the new Owner.

2.4 VOTING REPRESENTATION: An Owner may, by written notice to the Association, designate a voting representative for the Lot. The voting representative need not be an Owner. The designation may be revoked at any time by written notice to the Association from a person having an ownership interest in a Lot, or by actual notice to the Association of the death or judicially declared incompetence of any person with an ownership interest in the Lot, except in cases in which the person designated is a Mortgagee of the Lot. This power of designation and revocation may be exercised by the guardian of an Owner, the attorney-in-fact for the Owner under a durable power of attorney, and the administrators or executors of an Owner's estate. If no designation has been made, or if a designation has been revoked and no new designation has been made, the voting representative of each Lot shall be the group composed of all of its Owners. If a Lot is owned by husband and wife and only one of them is at a meeting, the one who is present will represent the marital community

2.5 ANNUAL AND SPECIAL MEETINGS: There shall be an annual meeting of the members of the Association in the third quarter of the fiscal year at such reasonable place and time as may be designated by written notice from the Board delivered to the Owners not less than fifteen (15) days before the meeting. The financial statement for the preceding year and the budget the Board has adopted for the current year shall be presented at the annual meeting for the information of the members. Special meetings of the members of the Association may be called at any time, in the manner provided by this document for the purpose of considering matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Not attending a scheduled meeting in person or by phone, and having not designated a voting representative in attendance, will result in forfeiture of voting rights for that specific meeting. Any First Mortgagee of a Lot may attend or designate a representative to attend the meetings of the Association.

2.6 BOOKS AND RECORDS: The Board shall cause to be kept complete, detailed, and accurate books and records of the receipts and expenditures of the Association.

2.7 INSPECTION OF BOOKS AND RECORDS: The Association shall make available to Owners, Mortgagees, prospective purchasers and their prospective mortgagees, and the agents or attorneys of any of them, current copies of this Declaration, the Articles, and other rules governing the Association's current budget and assessment schedule, and other books, records, and financial statements of the Association, and the most recent annual financial statement, if one is prepared. "Available" shall mean available for inspection upon request, during normal business-hours, or under other reasonable circumstances at a place designated by the Association. The Association may require the requesting party to pay a reasonable charge to cover the cost of making the copies.

2.8 AUTHORITY OF ASSOCIATION: The Association is empowered, to adopt, amend, and revoke detailed administrative rules and regulations necessary or convenient from time to time to ensure compliance with the general guidelines of this Declaration and to promote the comfortable use and enjoyment of the Community. The rules and regulations of the Association shall be binding upon all Owners and occupants and all other persons claiming any interest in the Community.

The Association shall acquire and pay for as common expense ("Common Expenses") of the Association all goods and services reasonably necessary or convenient for the efficient and orderly functioning of the community. The goods and services shall include (by way of illustration and not limitation) utility services for the Common Areas; policies of insurance and fidelity bonds, legal and accounting services; maintenance repair, landscaping, gardening, and general upkeep of Common Areas and Facilities; and, all supplies, materials, fixtures, and equipment that are in the Association's judgment necessary or desirable for the operation of the Community and enjoyment of it by the Owners. The Association may hire such full-time or part-time employees as it considers necessary

2.9 REVIEW OF STRUCTURES AND PLANS: No building, fence, structure, or recreational vehicle shall be placed upon a Lot unless and until the Board of Directors has approved in writing the Lot Owner's plan, specifications, and a plan of the development. Each building, fence, wall or structure shall be placed on the premises only in accordance with the approved plans and specifications and in accordance with the approved plan. The Board of Directors' refusal to approve plans and specifications or Lot plans may be based on any ground, including purely aesthetic reasons. Approval shall be within the sole and unfettered discretion of the Board of Directors. No alteration of the exterior appearance of an approved building or structure shall be made without approval of the Board of Directors. In order to preserve a uniform exterior appearance of the homes on the Lots, the Board of Directors' approval shall be required for any changes to the types and colors of stain and paint for the exterior of any home.

Following a request from a Lot Owner for approval from the Board of Directors, such approval or disapproval shall be given in not less than thirty (30) calendar days from the date of written request and submission of reasonable plans and specifications to the Board of Directors. Failure to act by the Board of Directors for more than thirty (30) days thereafter shall be deemed approval. Reasons for any disapproval shall be set forth in writing at the time.

2.10 The Board of Directors may adopt and publish rules and procedures for review of plans and specifications, including any rights of appeal therefrom. The rules and procedures may be amended as necessary by the Board of Directors. shall be the obligation of each Lot Owner to be familiar with any current rules, regulations and procedures of the Association.

2.11 A preliminary application for approval must be submitted in writing by the Lot Owner to the Board of Directors and President of the Board of Directors at the address of any member of the Board of Directors and President. The Board of Directors shall provide, upon request, names and addresses of all persons serving thereon. One (1) copy of the approved house plans, specifications and plot plan will remain in the Association's files and any such as are disapproved will be returned to the Owner. The

application must, in form and substance, comply with any Board of Directors rules and procedures, including the payment of a non-refundable fee (initially \$100) established from time to time by the Board of Directors for the purposes of deferring the costs associated with the Board of Directors review of the preliminary application.

III

ANNUAL FEE

3.1 ANNUAL FEE: Each year every Lot Owner shall be required to pay an annual fee to the Association to pay for maintenance and electricity for the community areas and roads. The annual fee shall be set by the board per lot. The Association shall be entitled to recover from the delinquent Owner its reasonable attorney's fees and costs if the Review Committee or Association retains an attorney to assist it in collecting a delinquent assessment. In any action to collecting delinquent assessments, the Association shall be entitled to recover as a part of its judgment a reasonable sum for attorney's fees, and expenses reasonably incurred in connection with the action.

3.2 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, and for the improvement, maintenance, insurance and repair of Association easements and rights of way, Common Areas and Limited Common Areas and the Improvements of the Common and Limited Common Areas, and for the payment of taxes on any Common Areas.

3.3 ANNUAL ASSESSMENT INCREASE: The annual assessment may be increased by approval of twenty-five percent (25%) of the Lot Owners, except that the Board of Directors may increase the annual assessments any year by up to twenty percent (20%) without a vote of the Members.

3.4 DETERMINATION OF ASSESSMENTS: The Association shall not be required to return excess assessments for any year over and above actual expenses paid or incurred. Such excesses shall be placed in a reserve account in the Association's name to be used as the Board of Directors sees fit. Written notice of the annual assessment shall be sent to every Lot Owner. The assessment established for the prior year shall automatically be continued until such time as the Association and/or the Board votes to increase the assessment as set forth in paragraphs shown above. The annual assessments shall be sufficient to meet the obligations imposed by the Declaration and any amendments to the Declaration and shall be sufficient to establish and adequate reserve fund for the maintenance, insurance, repair, and improvement of the roads and any other Common and Limited Common Areas, plus any other costs or fees incurred by Association

IV

USE

4.1 LOTS: All Lots shall be used for single-family residential purposes only. A temporary shed (moveable structure of 312 square feet or less) may be placed without approval. Further Lot development approval will require a house to precede a garage or permanent storage building. Subdivision of any lot is prohibited. The use of a building or lot as a summer rental or for communal living is prohibited. If a property owner has more than one lot adjacently located and requests to build a shop, garage, pool, etc. on one lot and a home on the other, they may choose to combine or change property delineation. The lots must be sold together and HOA dues will always remain in place as multiple lots.

4.2 FRAMES: All residences must be wood framed, (Stick or Post) built on site and completed within eighteen (18) months of the building permit issue date. New modular homes are allowed. No manufactured homes are allowed except on Lots 91 and 27.

4.3 ALLOWANCES PER LOT: No more than one (1) stick or post framed home, modular or recreational vehicle may be constructed or placed on a lot. "FOR SALE" signs shall not be allowed on any lot, structure, home, modular, RV or outbuilding.

4.4 RECREATIONAL VEHICLES: Recreational vehicles may be placed on a lot without an approved house, provided, however, recreational vehicles shall (a) not be older than fifteen (15) years, (b) must be a minimum of twenty (20) feet in length or longer, and (c) not be inhabited on a lot for more than one hundred eighty (180) days per calendar year except during house construction or with Association approval for

special circumstances. When a recreation vehicle is placed on a lot without an approved house, owners must construct an approved RV site, that includes an RV pad, utilities (sewer, water, power), and landscaping. Prior to the construction of a house, recreational vehicles cannot be stored on a lot without these RV site improvements.

4.5 SQUARE FOOTAGE: The square footage of the main dwelling on every residence shall not be less than four hundred square feet (400 sf), exclusive of garage, covered walks and open porches/decks.

4.6 HEIGHT: No structure shall exceed twenty-eight (28) feet in height as measured from final grade for the dwelling constructed on the Lot to the highest point on the structure's roofline (peak), exclusive of chimney. This restriction shall be inapplicable to all lots that are adjacent to and located along the southeastern boundary of the property

4.7 STRUCTURES: Any structures erected, placed, or permitted to remain on any lot including shop/garage shall be of the same exterior construction materials and colors as the residence.

4.8 SETBACKS: On all Lots, the minimum setback from the Lot's boundaries shall be ten (10) feet or as determined by Lincoln County's setback requirements. No building or structure shall be constructed in or extend into the setback area.

4.9 TEMPORARY STRUCTURES: No tent, shack, structure of a temporary character, or other similar outbuilding shall be placed or used upon the property at any time, temporarily or permanently. Provided, however, this prohibition shall not apply to: 1) temporary shelters used by a contractor/builder during the construction of the main dwelling units. 2) small camping tents put up for visitors on a single use basis and removed immediately after use.

4.10 FENCING: All fences are subject to approval by the Review Committee. No chain link-type fences are allowed for interior or exterior Lot lines. Chain link or other metal fences may be used to enclose a dog run or kennel, but the same shall be located on the back side of the Lot (the side away from the street). Such chain link fence used to enclose a dog run or kennel cannot exceed six (6) feet in height or enclose an area more than three hundred (300) square feet. No fence shall exceed 6 feet in height unless previously approved in writing by the Architectural Review Committee.

4.11 RV BOAT AND OUTSIDE STORAGE: One (1) motor home or travel trailer or similar recreational vehicle (not to exceed forty-five (45) feet in length) and one (1) boat may be stored outside on the Lot after an approved home has been constructed. No motor home, travel trailer or recreational vehicle (including boats) stored outside shall be covered with a tarp or plastic cover; provided however, a boat or RV may be covered with a non-obtrusive fitted cover designed for that purpose.

4.12 OUTDOOR LIGHTING: The use of highly illuminating exterior lights, including but not limited to mercury or vapor lights, is prohibited.

V

ANIMALS/PETS

5.1 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, provided, however, that dogs, cats or other conventional small household pets may be kept in Homes, subject to rules or regulations that the Review Committee may adopt. The Review Committee may prohibit dangerous breeds of dogs, as determined in its sole discretion, and may limit the number of pets that a Lot Owner may have at any given time. The Review

Committee may at any time require the removal, at the Owner's expense, of any pet it finds is a nuisance or is unreasonably disturbing other Owners. All pets, including cats, shall be attended to at all times. When not confined to the Owner's Lot, pets within the community must be leashed and accompanied by a person who shall be responsible for cleaning up and removing any animal waste.

VI.

CONDITION OF PROPERTY

6.1 All lawns and landscaping on each Lot shall be kept and maintained in a neat, clean condition. A watered and mowed lawn is preferable, but well maintained, aesthetic landscaping is also acceptable. All structures on each Lot shall be maintained in good condition. No trash, garbage, rubbish, refuse, or other solid waste of any kind, including but not limited to, inoperable automobiles, appliances, or furniture, shall be thrown, dumped, stored, disposed of, or otherwise placed on any lot.

6.2 TREE MANAGEMENT: Any tree can be removed from a lot by its owner provided cleanup is done in a timely manner (no size requirements). Any tree deemed by the Architectural Review committee, after a professional assessment, to be sick or unhealthy must be removed by the lot owner or it will be removed by the HOA with Board of Directors approval, at lot owners' expense. Trees impacting lake views may be removed with lot owner permission provided the person(s) who request removal handle cost and clean up

VII

PRIVATE WELLS

7.1 Private wells are prohibited.

VIII

MISCELLANEOUS

8.1 PROHIBITED VEHICLES: No machinery, commercial truck tractor or truck trailer, semi-trailer nor any truck having a bad rating in excess of one (1) ton shall be parked on any Lot or street except for service vehicles located thereon on a temporary basis while performing a service for an Owner, or during the construction/development phase of the Lot. No automobile repairs shall be allowed on a Lot except an Owner may perform minor tune-up, oil change, tire change or similar work on his personal vehicles. Provided, however, that this condition, covenant, and restriction shall not apply to Developer. Off road vehicles, bicycles, ATV's, motorcycles or other recreational vehicles must only be operated on roads at safe speeds for personal transportation.

8.2 ACTIVITY: No noxious, offensive, immoral or illegal activity shall occur upon any Lot nor shall any act be committed thereon that would constitute an annoyance, nuisance or unsafe condition for the other residents of the Association or the general public. In regard for the safety of all owners no hunting or the recreational discharge of firearms within the boundaries of Ridge View Estates is allowed.

8.3 NOTICES: All notices given under the provisions of this Declaration or rules or regulations of the Review Committee or Association shall be in writing and be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Association. Notice to the Lot Owner of any Lot shall be sufficient if mailed to the address of the Lot if no other mailing address has been given to the Association. Mailing addresses may be changed by notice in writing to the Association.

IX

REMEDIES

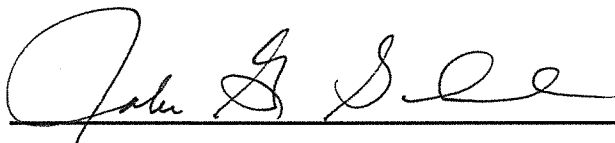
9.1 For a violation or a breach of any of these conditions, covenants or restrictions by any person, entity or Lot Owner, the Developer, the Lot Owners, the Review Committee, the Association, or any of them, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Developer, the Lot Owners, the Review Committee, the Association, or any of them, shall have the right, whenever there shall have been built on any Lot any structure or landscaping which is in violation of these restrictions, to enter upon the Lot where the violation of these restrictions exists and summarily abate or remove the same at the expense of the Lot Owner, and any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce promptly any of the covenants, conditions and restrictions herein shall not bar their subsequent enforcement. The invalidation of any one or more of the covenants, conditions, and restrictions herein by any court of competent jurisdiction in no way shall affect any of the other covenants, conditions or restrictions, but they shall remain in full force and effect. The Developer, the Lot Owners, the Review Committee, the Association nor any of them shall be under any obligation to enforce any of the covenants, conditions or restrictions herein contained.

9.2 The party obtaining enforcement of any of these covenants, conditions or restrictions shall have a lien or Judgment against the Lot Owner's lot wherein such violation has occurred to secure the cost of enforcement thereof, including all expenses, abatement fees of expert or other witnesses, costs and reasonable attorney's fees incurred whether in or out of court. If the Lot Owner fails, neglects or refuses to satisfy and discharge any lien or judgment arising hereunder within thirty (30) days, the Developer, the Lot Owners, the Review Committee, and the Association shall have the right to interest on the lien at the rate of twelve (12) percent per annum.

9.3 SEVERABILITY: For a violation or a breach of any covenants, conditions or restrictions in this instrument confirmed by judgment or court order shall in no way affect any of the other covenants, conditions and restrictions herein which shall remain in full force and effect.

The undersigned President of RIDGEVIEW ESTATES AT LAKE ROOSEVELT HOMEOWNERS ASSOCIATION validates the ballots from the members for approval of these CC&R'S.

RIDGEVIEW ESTATES AT LAKE ROOSEVELT HOMEOWNER ASSOCIATION

A handwritten signature in cursive script, appearing to read "John G. Schumacher", written over a horizontal line.

John G Schumacher

President